

**CONTRACT #25**  
**RFS # 501.01-34**

**Department of General  
Services**

**VENDOR:**  
**Murray Guard, Inc.**

# REQUEST: NON-COMPETITIVE AMENDMENT

## RECEIVED

JUN 15 2006

## FISCAL REVIEW

APPROVED

Commissioner of Finance & Administration

Date:

**EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.**

1) RFS # 501.01-34

2) State Agency Name : Department of General Services

### EXISTING CONTRACT INFORMATION

3) Service Caption : Security Services

4) Contractor : Murray Guard, Inc.

5) Contract # FA-02-14721-00

6) Contract Start Date : September 1, 2001

7) Current Contract End Date IF all Options to Extend the Contract are Exercised : August 31, 2006

8) Current Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$14,124,409.00

### PROPOSED AMENDMENT INFORMATION

9) Proposed Amendment # 4

10) Proposed Amendment Effective Date : 09/01/06  
(attached explanation required if date is < 60 days after F&A receipt)

11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised : 02/28/07

12) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$15,010,586.86

13) Approval Criteria :  
(select one)

☒ use of Non-Competitive Negotiation is in the best interest of the state

☐ only one uniquely qualified service provider able to provide the service

14) Description of the Proposed Amendment Effects & Any Additional Service :

This request is for a six month extension of the current five year security services contract which began on September 1, 2001 and expires on August 31, 2006.

**15) Explanation of Need for the Proposed Amendment :**

The RFP process to obtain a new contract for security services will not be completed by the time the current contract expires. Retaining guard services is vital to State operations in protecting State property and maintaining a safe work environment for employees and customers. The department is considering additional and different personnel requirements, technologies and methods for providing security for State buildings, grounds and parking areas in the Metropolitan Nashville Area; therefore, additional time is needed to pursue these options and to develop a more comprehensive scope of services.

**16) Name & Address of Contractor's Current Principal Owner(s) :**  
(not required if proposed contractor is a state education institution)

Gerald P. Ferguson, Jr., President Murray Guard, Inc., 58 Murray Guard Drive, Jackson, TN 38308

**17) Documentation of Office for Information Resources Endorsement :**  
(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**18) Documentation of Department of Personnel Endorsement :**  
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**19) Documentation of State Architect Endorsement :**  
(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

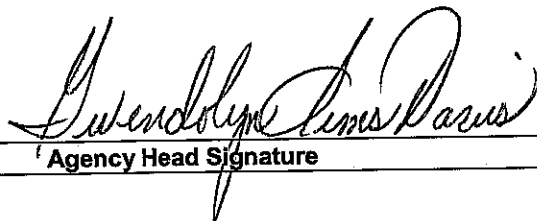
The department feels it is in the State's best interest to extend the current contract, rather than risk changing to a new Contractor for what will prove to be a very limited contract period. The State has received written notification from the current Contractor indicating they would agree to continue to provide security services at the same rate as contained in the current contract. The extended contract would be cancelled once the department has completed an RFP process and awarded a new contract. The extended contract's end date would be structured to coincide with the start date of the new security service contract.

**21) Justification for the Proposed Non-Competitive Amendment :**

Due to the urgent and high profile need for uniformed guard services at State facilities located in Nashville, we believe it would be in the best interest of the State to continue using the existing Contractor on a short term basis rather than risk an unacceptable reduction in security services. In addition, since Murray Guard, Inc. has already absorbed any initial start up costs over the course of the current five year contract, and has agreed to continue to provide security service at the existing contract rate, we believe a continuation of service at the existing rate represents the lowest service cost available to the State.

**REQUESTING AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



Agency Head Signature

Date

6-14-06

**AMENDMENT FOUR  
TO CONTRACT NUMBER FA-02-14721-00**

This CONTRACT, by and between the State of Tennessee, DEPARTMENT OF GENERAL SERVICES, hereinafter referred to as the State, and MURRAY GUARD, INCORPORATED, hereinafter referred to as the CONTRACTOR, is hereby amended as follows:

1. Delete Section B.1. in its entirety and insert the following in its place:

B.1. **Contract Term.** This Contract shall be effective for the period commencing on September 1, 2001 and ending on February 28, 2007. The State shall have no obligation for services rendered by the Contractor which are not performed with the specified.

2. Delete Section C.1. in its entirety and insert the following in its place:

C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed FIFTEEN MILLION, TEN THOUSAND, FIVE HUNDRED EIGHTY-SIX DOLLARS AND EIGHTY-SIX CENTS (\$15,010,586.86). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

Fiscal Year	# of Months	Maximum Contract Price Per Fiscal Year
09/01/01-06/30/02	10	\$2,221,309.80
07/01/02-06/30/03	12	\$2,801,382.68
07/01/03-06/30/04	12	\$2,848,462.48
07/01/04-06/30/05	12	\$2,868,005.96
07/01/05-06/30/06	12	\$2,901,657.72
07/01/06-02/28/07	8	\$1,369,768.22

3. Delete Section D.3. in its entirety and insert the following in its place:

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

The other terms and conditions of this CONTRACT not amended hereby shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**MURRAY GUARD, INCORPORATED:**

**James L. Exum, Executive Vice President**

**Date**

**CONTRACTOR Signatory Printed Name and Title**

**DEPARTMENT OF GENERAL SERVICES:**

**Gwendolyn Sims Davis, Commissioner**

**Date**

**APPROVED:**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

**M. D. Goetz, Jr., Commissioner**

**Date**

**COMPTROLLER OF THE TREASURY:**

**John G. Morgan, Comptroller of the Treasury**

**Date**

# CONTRACT SUMMARY SHEET

<b>RFS Number:</b>		<b>Contract Number:</b>		FA-02-14721-03	
<b>State Agency:</b>		General Services		<b>Division:</b>	
				Property Management	
<b>Contractor:</b>				<b>Contractor Identification Number:</b>	
Murray Guard, Inc.				X	V-
					C-
<b>Service Description:</b>					
Security Services					
<b>Contract Begin Date:</b>			<b>Contract End Date:</b>		
9/1/2001			8/31/2006		
<b>Allotment Code:</b>	<b>Cost Center:</b>	<b>Object Code:</b>	<b>Fund:</b>	<b>Grant:</b>	<b>Grant Code:</b>
See attached forms				on STARS	
<b>FY:</b>	<b>State Funds:</b>	<b>Federal Funds:</b>	<b>Interdepartmental Funds:</b>	<b>Other Funding:</b>	<b>Total Contract Amount Include ALL amendments</b>
2002			\$2,221,309.80		\$2,221,309.80
2003			\$2,801,382.68		\$2,801,382.68
2004			\$2,848,462.48		\$2,848,462.48
2005			\$2,868,005.96		\$2,868,005.96
2006			\$2,901,657.72		\$2,901,657.72
2007			\$483,590.36		\$483,590.36
<b>Total:</b>	\$0.00	\$0.00	\$14,124,409.00	\$0.00	\$14,124,409.00
<b>CFDA Number:</b>			<b>Check the box (below) ONLY if the answer is YES:</b>		
<b>State Fiscal Contact:</b>			<b>Is the Contractor a SUBRECIPIENT? (per OMB A-133)</b>		
<b>Name:</b> Thomas W. Chester, CGFM			<b>Is the Contractor a VENDOR? (per OMB A-133)</b> X		
<b>Address:</b> 23rd Fl, Wm. Snodgrass Tenn. Tower			<b>Is the Fiscal Year Funding STRICTLY LIMITED?</b> X		
<b>Phone:</b> 741-3066			<b>Is the Contractor on STARS?</b> X		
<b>Procuring Agency Budget Officer Signature</b>			<b>Is the Contractor's FORM W-9 ATTACHED?</b>		
X <i>Thomas W. Chester</i>			<b>Is the Contractor's Form W-9 Filed with Accounts?</b> X		
<b>COMPLETE FOR ALL AMENDMENTS (only)</b>			<b>Funding Certification:</b>		
			Pursuant to T.C.A., Section 9-6-113, I. M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.		
	<b>Base Contract &amp; Prior Amendments</b>	<b>This Amendment ONLY</b>			
<b>End Date &gt;</b>	11,400,000.00				
<b>FY:</b> 2002	\$368,985.00				
<b>FY:</b> 2003	\$560,536.00				
<b>FY:</b> 2004	\$565,509.00				
<b>FY:</b> 2005	\$564,509.00				
<b>FY:</b> 2006	\$569,032.00				
<b>FY:</b> 2007	\$94,838.00				
<b>Totals:</b>	\$14,124,409.00	\$0.00			

# CONTRACT SUMMARY SHEET

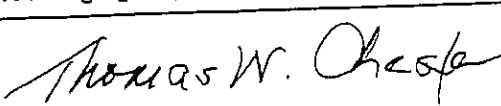
RFS Number:		Contract Number:	FA-02-14721-02
State Agency:	General Services	Division:	Property Management
Contractor		Contractor Identification Number	
Murray Guard, Inc.		X V- <input type="checkbox"/> C-	620784757-00

Service Description  
Security Services

Contract Begin Date	Contract End Date
09/01/01	08/31/06

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
See attached Supplemental Forms	See attached Supplemental Forms	See attached Supplemental Forms	See attached Supplemental Forms	<input type="checkbox"/> on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
02			2,221,309.80		2,221,309.80
03			2,801,382.68		2,801,382.68
04			2,848,462.48		2,848,462.48
05			2,868,005.96		2,868,005.96
06			2,901,657.72		2,901,657.72
07			483,590.36		483,590.36
Total:			14,124,409.00		14,124,409.00

CFDA #		Check the box ONLY if the answer is YES:	
State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	
Name: Thomas W. Chester, CGFM		Is the Contractor a VENDOR? (per OMB A-133)	X
Address: 23 rd Fl. Tenn. Tower		Is the Fiscal Year Funding STRICTLY LIMITED?	X
Phone: 741-3066		Is the Contractor on STARS?	X
Procuring Agency Budget Officer Approval Signature		Is the Contractor's FORM W-9 ATTACHED?	
		Is the Contractors Form W-9 Filed with Accounts?	X

COMPLETE FOR ALL AMENDMENTS (only)			Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
	Base Contract & Prior Amendments	This Amendment ONLY	
END DATE →			
FY: 02	368,985.00		
FY: 03	560,536.00		
FY: 04	565,509.00		
FY: 05	565,509.00		
FY: 06	569,032.00		
FY: 07	94,838.00		
Total:	14,124,409.00		

RECEIVED  
2004 AUG -9 AM 10:59  
COMPTROLLER'S OFFICE  
OFFICE OF  
MANAGEMENT SERVICES

RECEIVED  
2004 SEP 24 AM 8:22  
GENERAL SERVICES



# CONTRACT SUMMARY SHEET

RFS Number:		Contract Number:	FA-02-14721-01
State Agency:	General Services	Division:	Property Services Management
Contractor		Contractor Identification Number	
Murray Guard, Inc.		<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	620784757-00


Service Description

Security Services	Contract Begin Date	Contract End Date
	09/01/01	08/31/06

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
See attached supplemental	See attached supplemental	See attached supplemental	See attached supplemental	<input type="checkbox"/> on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
02			2,221,309.80		2,221,309.80
03			2,801,382.68		2,801,382.68
04			2,848,462.48		2,848,462.48
05			2,868,005.96		2,868,005.96
06			2,901,657.72 483,590.36		2,901,657.72 483,590.36
07			14,124,409.00		14,124,409.00
Total:					

Check the box ONLY if the answer is YES:

CFDA #	State Fiscal Contact	Is the Contractor a SUBRECIPIENT? (per OMB A-133)	
Name: Thomas W. Chester	Address: 23 <sup>rd</sup> Floor Tennessee Tower Nashville, TN 37243	Is the Contractor a VENDOR? (per OMB A-133)	X
Phone:		Is the Fiscal Year Funding STRICTLY LIMITED?	X
		Is the Contractor on STARS?	X
Procuring Agency Budget Officer Approval Signature		Is the Contractor's FORM W-9 ATTACHED?	
		Is the Contractors Form W-9 Filed with Accounts?	X

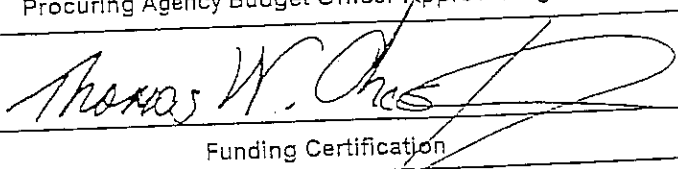
## Funding Certification

Pursuant to T.C.A., Section 9-6-113, I, C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

COMPLETE FOR ALL AMENDMENTS (only)		
	Base Contract & Prior Amendments	This Amendment ONLY
END DATE →		
FY: 02		368,985.00
FY: 03		560,536.00
FY: 04		565,509.00
FY: 05		565,509.00
FY: 06		569,032.00
FY: 07		94,838.00
Total:	11,400,000.00	2,724,409.00

RECEIVED  
2006 SEP 21 10:08 AM  
FUNDING ACCOUNTS  
C. WARREN NEEL  
COMMISSIONER OF FINANCE AND ADMINISTRATION

# CONTRACT SUMMARY SHEET

Contract Number <b>FA-02-14721-00</b>		State Agency <b>General Services</b>	
		Division <b>Property Services Management</b>	
Contractor <b>Murray Guard, Inc.</b>		Vendor ID Number <b>620784757-00</b>	
Service Description <b>Security Services</b>			
Contract Begin Date <b>09/01/01</b>		Contract End Date <b>08/31/06</b>	
Allotment Code	Cost Center	Object Code	Fund
See attached Supplemental sheet			
		<input type="checkbox"/> on STARS	
Grant Code		Subgrant Code	
FY	State Funds	Federal Funds	Interdepartmental Funds
02			1,852,324.80
03			2,240,846.68
04			2,282,953.48
05			2,302,496.96
06			2,332,625.72
07			388,752.36
Total			11,400,000.00
Other Funding		Total Contract Amount (including ALL amendments)	
		1,852,324.80	
		2,240,846.68	
		2,282,953.48	
		2,302,496.96	
		2,332,625.72	
		388,752.36	
		-11,400.00.00	
		11,400,000.00	
<input checked="" type="checkbox"/> Fiscal Year Funding Is Strictly Limited		CFDA Number	
<input checked="" type="checkbox"/> Contractor is on STARS		State Fiscal Contact	
<input checked="" type="checkbox"/> Current Form W-9 On File With Accounts OR <input type="checkbox"/> Form W-9 Attached		Name <b>Thomas W. Chester, CGFM</b> Address <b>23rd Floor TN Tower Wm R. Snodgrass Bldg</b> Phone <b>741-3066</b>	
<input checked="" type="checkbox"/> Service Provider Registered with F&A		Procuring Agency Budget Officer Approval Signature	
<input type="checkbox"/> Contractor is a SUBRECIPIENT (as defined by OMB Circular A-133)			
COMPLETE FOR ALL AMENDMENTS (only)		Funding Certification	
	Base Contract & Prior Amendments	This Amendment ONLY	
Contract End Date			
FY			
FY			
FY			
FY			
FY			
Total			
Pursuant to T.C.A., Section 9-6-113, I, John D. Ferguson, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.			

RECEIVED  
 SEP - 7 AM 9:55  
 COMPTROLLER'S OFFICE  
 OFFICE OF  
 SERVICES  
 MANAGEMENT

OCR Use Only

FOR OF ACCOUNT

CONTRACT SUMMARY SHEET  
SUPPLEMENTAL SCHEDULE

Contract Number	FA-02-14721-01
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Fiscal Year	FY 2002						
				Grant Code	Subgrant	CFDA#	Amount

[illegible]

# CONTRACT SUMMARY SHEET SUPPLEMENTAL SCHEDULE

Contract Number	FA-02-14721-01
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Fiscal Year	FY 2003
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[illegible]

CONTRACT SUMMARY SHEET  
SUPPLEMENTAL SCHEDULE

Contract Number	FA-02-14721-01
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Fiscal Year	FY 2004				CEDA #	Amount
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[illegible]

[illegible]

2,868,005.96

CONTRACT SUMMARY SHEET  
SUPPLEMENTAL SCHEDULE

[illegible]

[illegible]

483,590.36